



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Paul Gingerich and Pollie Gingerich, with reference to the following facts:

1. At all times mentioned herein, Paul Gingerich and Pollie Gingerich operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 24809 County Road 200, Bogard, MO 64622.
2. APHIS has documented evidence of Paul Gingerich and Pollie Gingerich's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Paul Gingerich and Pollie Gingerich's failure to provide adequate veterinary care and husbandry to dogs as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Paul Gingerich and Pollie Gingerich have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Paul Gingerich and Pollie Gingerich admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.
6. Paul Gingerich and Pollie Gingerich consent and agree to the following:
 - a. Paul Gingerich and Pollie Gingerich agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises, regardless of ownership, within twelve (12) weeks from the date Paul Gingerich and Pollie Gingerich sign this Settlement Agreement.



b. Animal Care will, upon written request, grant an exemption for Paul Gingerich and Pollie Gingerich to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where Paul Gingerich and Pollie Gingerich live allow them to keep the animals.

c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Paul Gingerich and Pollie Gingerich hold at the time Paul Gingerich and Pollie Gingerich sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Paul Gingerich and Pollie Gingerich's facility to determine their existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Paul Gingerich and Pollie Gingerich's facility within twelve (12) weeks from the date Paul Gingerich and Pollie Gingerich sign this Settlement Agreement to verify compliance with paragraph (a) above. Paul Gingerich and Pollie Gingerich shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventories. Paul Gingerich and Pollie Gingerich shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Paul Gingerich and Pollie Gingerich sign this Settlement Agreement.

e. As of the date Paul Gingerich and Pollie Gingerich sign this Settlement Agreement, AWA license 43-A-3766 is hereby revoked.

f. Paul Gingerich and Pollie Gingerich and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial



interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 24809 County Road 200, Bogard, MO 64622.

7. Paul Gingerich and Pollie Gingerich consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Paul Gingerich and Pollie Gingerich based upon the non-compliant items documented at 24809 County Road 200, Bogard, MO 64622, in connection with animal welfare investigation MO09064 AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Paul Gingerich and Pollie Gingerich's agreements and actions described in paragraph 6 above, and the promises and admissions of Paul Gingerich and Pollie Gingerich set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Paul Gingerich and Pollie Gingerich in connection with the alleged AWA violations documented in animal welfare investigation MO09064 AC.

APHIS and Paul Gingerich and Pollie Gingerich warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

Reference Number: MO09064 AC
Issuance Date: March 29, 2012
Version: Final

Paul Gingerich and Pollie Gingerich

Signature:

Date: 4-21-2012

Signature:

Date: 4-21-2012

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature:

Robert J. Huttenlocker

Director

Investigative and Enforcement Services

Animal and Plant Health Inspection Service

United States Department of Agriculture

Date:

5/4/12

Hello,

We handed our license to the inspector in July of 2010.
Then we got a permit from the state inspector to sell all
of our dogs (including puppies under 8 weeks of age).

We had, (and still have) a very good relationship with our
vet. He was very upset with the accusations your inspectors kept
giving us.

We operate a small dairy and farm with horses. Are Old Order Amish.
We don't have any dog on our farm at this time but we understood
our state inspector we are allowed to have 3 females.
Many, many people went out of the dog business because of being harassed by
your inspectors. We miss our dogs but not the inspectors. Sincerely, R. J. Huttenlocker